

Exhibit D

Attachment A

Digital Exploitations of Covered Product

1. Definitions and Scope

The following sets forth the specific terms agreed to by the parties regarding the digital exploitation of (A) Covered Sound Recordings (as defined herein) through Permanent Downloads or Non-Permanent Downloads and (B) Music Videos (as defined herein) through Permanent Downloads, Non-Permanent Downloads or Video Streams (each of the foregoing, a "Covered Exploitation"). For the avoidance of doubt, nothing herein shall be construed as covering (C) the commercial digital exploitation of Audio Streams, (D) the promotional digital exploitation of Covered Sound Recordings or Music Videos or (E) transmissions that are subject to the compulsory statutory license established by 17 U.S.C. Section 114.

- a. For purposes of this Attachment A, which shall be incorporated into the AFTRA Sound Code, a "Covered Sound Recording" shall include a digital file containing one (1) or more tracks or songs containing performances of non-Royalty background singers recorded on or after December 15, 1974 produced by a signatory record company pursuant to the AFTRA Sound Code. In incorporating the terms embodied herein into the AFTRA Sound Code the parties shall determine whether the definition of "Covered Sound Recording" should be altered, and if so, how it should be altered, in order accurately to integrate the terms and understandings set forth herein into those documents.
- b. The term "Music Video" shall be defined as an audio visual product that includes an audio element produced from a Covered Sound Recording, and a visual element of the type or genre traditionally aired on television for promotional purposes, e.g. MTV, VH1, BET, CMT, etc.
- c. The term "Permanent Audio Download" shall be defined as a Covered Sound Recording which is sold via digital transmission in the United States only in a manner which provides a permanent copy. The term "Permanent Video Download" shall be defined as a Music Video which is sold via digital transmission in the United States only in a manner which provides a permanent copy. "Permanent Audio Downloads" and "Permanent Video Downloads" are collectively referred to as "Downloads." For clarification, "Downloads" shall include master ringtones.
- d. The term "Non-Permanent Download" shall be defined as a Covered Sound Recording or a Music Video which is sold via digital transmission in the United States only on a temporary, tethered, conditional or "timed out" basis.
- e. The term "Audio Stream" shall be defined as a Covered Sound Recording which is sold via digital transmission in the United States only using streaming technology and leaving no residual copy on the receiving device.

- f. The term "Video Stream" shall be defined as a Music Video which is sold via digital transmission in the United States using streaming technology and leaving no residual copy on the receiving device.
- g. The term "Wholesale Price" shall be defined as the per unit wholesale price (without deductions) actually received by the Company from a digital service provider in connection with a Covered Exploitation sold within the United States only. In circumstances where there is no per unit wholesale price, "Wholesale Price" shall be defined as the monies actually received by the Company from a digital service provider that are attributable to a Covered Exploitation sold within the United States only. By way of illustration, the parties acknowledge that percentage of gross service revenue payments, percentage of advertising revenue payments, per-subscriber payments and per-use payments attributable to United States sales will generally be within the type of revenues that would be included within the calculation of "Wholesale Price." The parties further acknowledge that content origination fees, digitization fees and advances not offset by actual digital transmissions are not generally within the types of revenues that would be included within the calculation of "Wholesale Price."
- h. The terms set forth herein shall only apply to Downloads, Non-Permanent Downloads and Video Streams and shall not cover terms for Audio Streams. Audio Streams that are subject to the compulsory license created by 17 U.S.C. Section 114 will be governed by the provisions of Section 114. Audio Streams that are made pursuant to interactive or other non-statutory licenses granted by the Company pursuant to Section 114, are covered by the parties 1994 Memorandum of Agreement or a successor agreement thereto.

2. Payment Terms-Permanent Audio Downloads

- a. Rate: Effective for Permanent Audio Downloads occurring on or after January 1, 2008, pay .275% of the Wholesale Price, after applying applicable exclusions. Upon the sale of 1,000,000 Permanent Audio Downloads, pay .4% of the Wholesale Price.
- b. Exclusions: There shall be a 280,000 unit exclusion for Permanent Audio Downloads sold on or after January 1, 2008 (whether sold individually or in a digital album configuration).
- c. Duration: Payments for Permanent Audio Downloads shall commence with the calendar year during which the Covered Sound Recording is first released for sale in any form and terminating at the end of the tenth (10th) calendar year thereafter (the year of release shall be counted as the first of ten (10) years), provided, however, that all Covered Sound Recordings produced prior to January 1, 2008 shall be subject to the exclusions and payment terms hereunder for a new ten (10) years from 2008.
- d. Duration Extension: All Covered Sound Recordings which sell over 1,000,000 Permanent Audio Downloads on or after January 1, 2008 and within the initial ten

(10) year period shall earn a new ten (10) year payment term at the end of the initial term.

- e. All of the payments required to be made hereunder shall be made to the AFM/AFTRA Intellectual Property Rights Distribution Fund (the "AFM/AFTRA Fund").
- f. Payments made from the AFM/AFTRA Fund to non-Royalty Artists on Permanent Audio Downloads shall be subject to AFTRA H&R Fund contributions at the rate of 11.5% of gross compensation.

3. Payment Terms – Non-Permanent Audio Downloads

- a. Rate: Effective for Non-Permanent Audio Downloads occurring on or after January 1, 2008, pay .5% of the Wholesale Price.
- b. Exclusions: None.
- c. Duration: The limitation, if any, on the period during which payments shall be owed on Non-Permanent Audio Downloads shall be subject to negotiations between the parties in the context of the negotiations for a successor agreement to the 1994 MOA. For the avoidance of doubt, the parties acknowledge and agree that (i) the duration period, if any, that is negotiated between the parties hereunder may be different than the duration period that is negotiated or otherwise resolved in connection with Audio Streams and (ii) those negotiations may yield different terms as between the AFM and AFTRA.
- d. All of the payments required to be made hereunder shall be made to the AFM/AFTRA Fund.
- e. Effective January 1, 2008, each Company shall discontinue payments for Non-Permanent Audio Downloads made on the terms of the 1994 MOA.

4. Payment Terms – Music Video Exploitations

- a. Rate: Effective for Permanent Video Downloads, Non-Permanent Downloads of Music Videos and Video Streams occurring on or after January 1, 2008, pay .55% of the Wholesale Price for the first ten (10) years from release; pay .3% of the Wholesale Price for the next five (5) years.
- b. Exclusion: None.
- c. Duration: Payments for Permanent Video Downloads, Non-Permanent Downloads of Music Videos and Video Streams shall commence with the calendar year during which the Music Video is first released for sale in any form and terminating at the end of the fifteenth (15th) calendar year thereafter. The year of such release shall be counted as the first year of the fifteen (15) years. For purposes of calculating the 15 year period for exploitations of Music Videos produced prior to January 1, 2008, the first year shall be 2008.

- d. **All of the payments required to be made hereunder shall be made to the AFM/AFTRA Fund.**